

Panaji, 23rd September, 1982 (Asvina 1, 1904)

SERIES II No. 26



OFFICIAL GAZETTE

GOVERNMENT OF GOA, DAMAN AND DIU

GOVERNMENT OF GOA, DAMAN AND DIU

Department of Personnel and Administrative Reforms

Order

No. 3/27/82-PER (Vol. II)

On placement of his services at the disposal of this Government, by the Government of India, Ministry of Home Affairs, New Delhi, the Administrator of Goa, Daman and Diu is pleased to appoint Shri G. S. Patnaik, IAS, as Dy. Collector, South Goa Sub-Division, Margao.

2. Shri D. P. Anvekar, Additional Dy. Collector, Margao, shall stand relieved from the post of Dy. Collector, Margao w.e.f. the date Shri Patnaik takes over the charge of the post.

By order and in the name of the Administrator of Goa, Daman and Diu.

G. H. Mascarenhas, Under Secretary (Personnel).

Panaji, 16th September, 1982.

Order

No. 3/7/77-PER (Vol. II-Part II)

Shri B. S. Nipanikar, Grade II Officer of Goa, Daman and Diu Civil Service, presently functioning as Exhibition Officer, Directorate of Industries and Mines, Panaji is hereby transferred and posted as Asstt. Manager, Printing and Stationery, with immediate effect.

By order and in the name of the Administrator of Goa, Daman and Diu.

G. H. Mascarenhas, Under Secretary (Personnel).

Panaji, 18th September, 1982.

Order

No. 19/19/82-PER

Consequent upon selection of Shri M. P. Tyagi, Grade I Officer of Goa, Daman and Diu Civil Service, presently on deputation to Kadamba Transport Corporation, as Managing Director, for the ten month P.G. Diploma in Transport and Development at the Polytechnic of Central London, commencing from 29th September, 1982, the Administrator of Goa, Daman and Diu is pleased to appoint Shri J. P. Singh, IAS, presently functioning as Collector, Goa, as the Managing Director, Kadamba Transport Corporation, in addition to his own duties during the training period of Shri Tyagi.

2. The Administrator of Goa, Daman and Diu is further pleased to appoint Shri Pradip Mehra, IAS, presently on deputation as Managing Director of Goa, Daman and Diu

Tourism Development Corporation, as the Administrator of Panaji Municipal Council, in addition to his own duties, with effect from the date Shri Singh takes over as the Managing Director, Kadamba Transport Corporation.

By order and in the name of the Administrator of Goa, Daman and Diu.

G. H. Mascarenhas, Under Secretary (Personnel).

Panaji, 18th September, 1982.

Secretariat Administration and Coordination Division

Notification

No. 45-1-81-SA&C

The following intimation No. RN/82/3869-73, dated 2-9-1982 received from Shri Jagmohan, former Lieutenant Governor of Goa, Daman and Diu is hereby published for information of general public.

Jose Philip, Joint Secretary.

Panaji, 18th September, 1982.

I, Jagmohan, hereby demit the office of the Lt. Governor of Goa, Daman and Diu and Administrator of Union Territory of Dadra and Nagar Haveli with effect from 2nd September, 1982 (Forenoon).

No. RN/82/3869-73

Sd/-

(Jagmohan)

Dated 2-9-1982

Home Department (General)

Notification

No. 4/10/82-HD(G)

Whereas in the Meeting of the National Development Council held on 14-3-1982, setting up of a high level committee to review the working of Road Transport Corporations in each State and take effective measures for their improvement, was suggested;

And whereas, Government of Goa, Daman and Diu after having considered the suggestion has decided to accept it.

Now therefore, Government is pleased to appoint a committee comprising of the following officials:-

1. The Chief Secretary -- Chairman.
2. The Secretary (Finance) -- Member.

3. The Registrar of Co-operative Societies, Panaji — Member.
4. The Managing Director, Goa Tourism Development Corporation, Panaji — Member.
5. The Under Secretary (Home) — Member Secretary.

The Committee shall periodically review the working of Kadamba Transport Corporation Limited, Panaji and suggest measures for its improvement.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. M. Naik, Under Secretary (Home).

Panaji, 8th September, 1982.

Order
No. 2/54/80-HD (G)

The Government of Goa, Daman and Diu is pleased to constitute the below mentioned two committees one each for North Division Goa and South Division Goa consisting of the following to review the progress of pending cases in various Courts to identify the reasons of such pendency and to suggest remedial measures thereunder:—

North Goa Division:

- (1) District and Sessions Judge, Panaji — Chairman.
- (2) Chief Judicial Magistrate, Panaji — Member.
- (3) Additional District Magistrate, Goa, Panaji — Member.
- (4) Public Prosecutor, Goa North Division, Panaji — Member.
- (5) Superintendent of Police, Panaji — Member Secretary.

South Goa Division:

- (1) District and Sessions Judge, Salcete, Margao — Chairman.
- (2) Chief Judicial Magistrate, Margao, Goa — Member.
- (3) Additional District Magistrate, Goa, Panaji — Member.
- (4) Public Prosecutor, Margao, Salcete, Goa — Member.
- (5) Superintendent of Police, Panaji — Member Secretary.

2. Sitting of the Committees shall be held at least once in a quarter and its recommendations/suggestions shall be submitted to the Government in the Home Department, Secretariat, Panaji.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. M. Naik, Under Secretary (Home).

Panaji, 14th September, 1982.

◆◆◆

Order

No. 12/7/78-WET II

On the recommendations of Union Public Service Commission Shri Aftab Ahmed Siddiqui is hereby appointed to officiate in the post of Lecturer in Mechanical Engineering in the College of Engineering, Goa with effect from 6-9-1982 (F.N.).

The appointment is temporary and will be on probation for a period of two years.

The scale of pay of the post is Rs. 700-40-900-EB-40-1100-50-1300 and his initial pay will be fixed according to rules as recommended by the Union Public Service Commission vide their letter No. F.1/149/82-RG dated 22-7-82.

He will be entitled for grant of dearness and house rent allowance as admissible to the employees of this Administration.

Other conditions of his service will be governed by the relevant rules and orders issued by the Central Government on this behalf from time to time.

His appointment is subject to the condition that in case he is found to be having bad character/reputation or antecedent his services will be terminated.

By order and in the name of the Administrator of Goa, Daman and Diu.

L. J. Menezes Pais, Under Secretary, Government of Goa, Daman and Diu.

Panaji, 15th September, 1982.

◆◆◆

Local Administration and Welfare Department

Office of the Registrar of Cooperative Societies

No. 19-3-80-ARSZ-Service/4289

Read: 1) This office order No. RCS/ARCS/SZ/SQVKSS/5/5622/81 dated 13-2-1981 ordering supersession of the Managing Committee of the South Quepem V.K.S.S. Society Ltd., in terms of Section 78(1) of the Maharashtra Co-op. Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu, read with Rule 61(2) of the Co-op. Societies Rules 1962, and appointing Shri U. P. Gaonkar, Jr. Inspector Coop. Societies, South Zone Margao as Administrator of the said society.

2) Order No. 3-1-81/EST dated 30-4-1982 from the Registrar of Co-op. Societies ordering transfer of Shri U. P. Gaonkar Jr. Inspector Coop. Societies, South Zone Margao to Panaji.

3) Letter dated 1-6-1982 from Shri U. P. Gaonkar, Jr. Inspector Coop. Societies (Headquarters) Panaji requesting thereunder to appoint a new Administrator of the aforesaid society in view of his transfer to Panaji.

Order

In exercise of the powers vested in me under Section 78(1) of the Maharashtra Cooperative Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu, read with Rule 61(2) of the Co-operative Societies Rules 1962, I, A. Venkataratnam, Registrar of Co-operative Societies, Goa, Daman and Diu, hereby extend the period of the Administrator of the aforesaid society for a period of one year with retrospective effect from 13-2-1982.

Further, in partial modification to the Order cited at Sr. No. 1 above, I hereby appoint Shri A. N. Naik, Special Recovery Officer, Margao as Administrator to manage the affairs of the said society in place of Shri U. P. Gaonkar, with immediate effect.

A. Venkataratnam, Registrar of Co-op. Societies.

Panaji, 10th August, 1982.

Notification

In exercise of the powers vested in me under section 9(1) of the Maharashtra Cooperative Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu, Navdeep Co-operative Housing Society Ltd., Margao, is registered under No. HSG-(b)-99/Goa.

J. X. Walke, Dy. Registrar of Coop. Societies.

Panaji, 16th August, 1982.

Certificate of Registration

Navdeep Co-operative Housing Society Ltd., Margao has been registered on 16th August, 1982 and it bears registration No. HSG-(b)-99/Goa and it is classified as Housing Society under sub-classification No. 5(b)-Tenant Co-partnership in terms of Rule 9 of the Co-operative Societies Rules 1962, for the Union Territory of Goa, Daman and Diu.

J. X. Walke, Dy. Registrar of Coop. Societies.

Panaji, 16th August, 1982.

Notification

No. 7-41-70/ARSZ-LQD/4242

In exercise of the powers vested in me under section 9(1) of the Maharashtra Cooperative Societies Act, 1960, as applied to the Union Territory of Goa, Daman and Diu, Vasundhara Co-operative Housing Society Ltd., Panaji is registered under No. HSG-(b)100/Goa.

J. X. Walke, Dy. Registrar of Coop. Societies.

Panaji, 17th August, 1982.

Certificate of Registration

Vasundhara Co-op. Housing Society Ltd., Panaji has been registered on 17-8-1982 and it bears registration No. HSG-(b)-100/Goa and it is classified as Housing Society under Sub-classification No. 5(b)-Tenant Ownership in terms of Rule 9 of Co-op. Societies Rules, 1960 for the Union Territory of Goa, Daman and Diu.

J. X. Walke, Dy. Registrar of Coop. Societies.

Panaji, 17th August, 1982.

Office of the Asstt. Registrar of Cooperative Societies

No. 7-25-77/ARSZ/4146/82

Read: This office Order No. ARCS/SZ-RSR-II/CONS-5-/2042/79 dated 16-10-1979 appointing Shri U. P. Talaulikar, Sr. Inspector, Coop. Societies, South Zone, Margao as Liquidator of Shri Damodar Vidhyalaya Students Cons. Coop. Society Ltd., Margao-Goa.

Order

In partial modification to this office Order mentioned above Shri P. M. Naik, Jr. Inspector, Coop. Societies, South Zone, Margao is appointed as Liquidator of Shri Damodar Vidhyalaya Students Cons. Coop. Society Ltd., Margao in place of Shri U. P. Talaulikar with immediate effect.

Y. S. Manerikar, Asstt. Registrar of Coop. Societies, South Zone.

Margao, 30th July, 1982.

No. 7-4-79/ARSZ-LQD/4238

Read: This office order No. ARCS/SZ/RES-(c)-79/Goa/LQD/79 dated 22-9-1979, appointing Shri U. P. Gaonkar, Jr. Inspector, Coop. Societies, South Zone, Margao, as a liquidator of Kakoda V.K.S.S. Society Ltd., Kakoda, Quepem.

Order

In partial modification to this office order cited above Shri A. N. Naik, Special Recovery Officer, Coop. Societies, South Zone, Margao, is hereby appointed as liquidator of Kakoda V.K.S.S. Society Ltd., Kakoda, Quepem in place of Shri U. P. Gaonkar, with immediate effect.

Y. S. Manerikar, Asstt. Registrar of Coop. Societies, South Zone.

Margao, 6th August, 1982.

No. 7-47-75/ARSZ/LQD/4275/82

Read: This Office Order No. ARCS/SZ/RCS/AR(III)/HSG/38/79 dated 27-10-1979 appointing Shri U. P. Gaonkar, Jr. Inspector, Coop. Societies, South Zone, Margao as liquidator of Railwaymen's House Building Coop. Society Ltd., Sanvordem.

Order

In partial modification of this Office Order referred to above Shri Alvaro Silva, Jr. Inspector, Coop. Societies, South Zone, Margao is hereby appointed as Liquidator of Railwaymen's House Building Coop. Society Ltd., Sanvordem in place of Shri U. P. Gaonkar, with immediate effect.

Y. S. Manerikar, Asstt. Registrar of Coop. Societies, South Zone.

Margao, 6th August, 1982.

Read: This office order No. PRE-(a)-7/Goa/LQD/73 dated 12-2-1975 appointing Shri V. R. Ghaisas, Jr. Auditor, Coop. Societies, Margao, as liquidator of Margao Charmkar Kamgar Sahakari Society Ltd., Margao.

Order

In partial modification of this office order at Sr. No. 1 above Shri C. G. Konnuri, Special Recovery Officer, Coop. Societies, South Zone, Margao is hereby appointed as liquidator of the Margao Charmkar Kamgar Sahakari Society Ltd., Margao in place of Shri V. R. Ghaisas, with immediate effect.

Y. S. Manerikar, Asstt. Registrar of Coop. Societies, South Zone.

Margao, 6th August, 1982.

No. 7-6-78/ARSZ-LQD-4243/82

Read: This Office Order No. ARCS/SZ/RES-(c)-148/Goa/LQD/77 dated 28-9-79 appointing Shri U. P. Gaonkar, Jr. Inspector, Coop. Societies, as Liquidator of Bhumi-purush V. K. S. S. Society Ltd., Fatorpa, Quepem-Goa.

Order

In partial modification of this office order cited above, Shri C. G. Konnuri, Special Recovery Officer, Coop. Societies, South Zone, Margao, is hereby appointed as liquidator of Bhumi-purush V. K. S. S. Society Ltd., Fatorpa, Quepem in place of Shri U. P. Gaonkar, with immediate effect.

Y. S. Manerikar, Asstt. Registrar of Coop. Societies, South Zone.

Margao, 6th August, 1982.

No. 7-1/75-Trans/ARNZ/82

Read: This office order of even No. dated 18th March, 1982 appointing Shri Ashok N. Naik, Special Recovery Officer as the Liquidator of the North Goa State Transport Coop. Society Ltd., Mapusa.

Order

In partial modification of this office order referred to above, Shri D. Y. Gawas, Jr. Inspector, Coop. Societies, North Zone, Mapusa is hereby appointed as Liquidator of North Goa State Transport Coop. Society Ltd., Mapusa in place of Shri Ashok N. Naik, Special Recovery Officer with effect from the date of taking over the charge of aforesaid society.

D. V. Sathe, Asstt. Registrar of Coop. Societies, North Zone.

Mapusa, 6th August, 1982.

No. 7-23-73/ARSZ/4274/82

Read: This Office Order No. RSR-II-CONS-53/73 dated 29-6-77 appointing Shri S. V. Kale, Jr. Auditor, Coop. Societies Sanguem as Liquidator of the Composite Livestock Farm Staff Cons. Coop. Society, Ltd., Dhat Mollem.

Order

In partial modification of this Office Order cited above Shri P. M. Naik, Jr. Inspector, Coop. Societies, South Zone, Margao is hereby appointed as Liquidator of Composite Livestock Farm Staff Cons. Coop. Society Ltd., Dhat Mollem in place of Shri S. V. Kale, with immediate effect.

Y. S. Manerikar, Asstt. Registrar of Coop. Societies, South Zone.

Margao, 7th August, 1982.

No. 7/2/66-TRANSPORT/ARNZ/82

Read: This office order No. 7/2/66-TRANSPORT/ARNZ/82 dated 18th March, 1982 taking the Goa Goods Transport Coop. Society Ltd., Mapusa into liquidation and Shri Ashok N. Naik appointing as the Liquidator.

Order

In partial modification of this office order referred to above, Shri D. Y. Gawas, Jr. Inspector, Coop. Societies, North Zone, Mapusa is hereby appointed as the Liquidator of the Goa Goods Transport Coop. Society Ltd., Mapusa in place of Shri Ashok N. Naik with effect from the date of taking over the charge of the society.

D. V. Sathe, Asstt. Registrar of Coop. Societies, North Zone.

Mapusa, 9th August, 1982.

No. 7-5-75/ARSZ-LQD-4373

Read: This Office Order No. RES-(c)-188/Goa/LQD/79 dated 15-9-1979 appointing Shri U. P. Gaonkar, Jr. Inspector, Coop. Societies, South Zone, Margao as liquidator of Provincia de Balli V. K. S. S. Society Ltd., Cavorem-Quepem.

Order

In partial modification of this office order referred to above Shri M. V. Naik, Junior Inspector, Coop. Societies, South Zone, Margao is hereby appointed as liquidator of Provincia de Balli V. K. S. S. Society Ltd., Cavorem-Quepem in place of Shri U. P. Gaonkar, with immediate effect.

Y. S. Manerikar, Asstt. Registrar of Coop. Societies, South Zone.

Margao, 13th August, 1982.

Revenue Department

Notification

No. RD/LQN/320/78

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Widening of approach road to Ponda Market Sub-Yard.

Therefore the Government is pleased to notify under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed in paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of Section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

No. 7-8-76/ARSZ-LQD/4372

Read: This Office Order No. RES-(c)-166/Goa/LQD/79/1539 dated 14-9-1979 appointing Shri U. P. Gaonkar, Jr. Inspector, Coop. Societies, South Zone, Margao, as Liquidator of Malkarne, V.K.S.S. Society Ltd., Quepem.

Order

In partial modification to this office order cited above Shri M. V. Naik, Junior Inspector, Coop. Societies, South Zone, Margao-Goa, is hereby appointed as liquidator of Malkarne V.K.S.S. Society Ltd., Malkarne, Quepem in place of Shri U. P. Gaonkar, with immediate effect.

Y. S. Manerikar, Asstt. Registrar of Coop. Societies, South Zone.

Margao, 13th August, 1982.

Notification

In exercise of the powers vested in me under section 9(1) of the Maharashtra Cooperative Societies Act, 1960, as applied to the Union Territory of Goa, Daman and Diu, The Goan Overseas Association Consumers Cooperative Society Ltd., Mapusa-Bardez is registered under code symbol No. CON-6/NZ/Goa.

D. V. Sathe, Asstt. Registrar of Coop. Societies, North Zone.

Mapusa, 10th August, 1982.

Notification

In exercise of the powers vested in me under section 9(1) of the Maharashtra Cooperative Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu, Diwar Transport Cooperative Society Ltd., Diwar is registered under code symbol No. ARCS/CZ/9/(b)/3/Goa.

V. G. Patil, Asstt. Registrar of Coop. Societies, Central Zone.

Panaji, 20th August, 1982.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be notified.

4. The Government is further pleased to appoint under clause (c) of Section 3 of the said Act the Deputy Collector, Goa South Division, Margao, to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of Section 4 of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector of Goa, Panaji.
2. The Dy. Collector (South), Panaji.
3. The Executive Engineer, Works Division II (R & B), P.W.D., Panaji.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Deputy Collector, Goa South Division, Margao, for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village/Ward	Plot No.	Survey No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
1.	Ponda		1		Shri Topsi Topan & Sons P. B. No. 121 Panaji. North: P.W.D. Road. South: Rupsi Topan & Sons. East: D. M. Patel. West: Rupsi Topan & Sons.	386.97

1	2	3	4	5	6	7
2.	Ponda		2		President, St. Ann's Church. North: St. Ann's Church. South: P.W.D. Road. East: Nalia. West: P.W.D. Road.	302.00
3.	— do —		3		Shri D. M. Patel, Nirancal Road, Ponda. North: P.W.D. Road. South: D. M. Patel. East: Madu Gobre. West: Rupsi Topan.	100.00
4.	— do —		4		Shri Madu Gobra, Near Health Centre Ponda. North: P.W.D. Road. South: Madu Gobra. East: Domingos Agnelo Fernandes. West: D. M. Patel.	50.00
5.	— do —		5		Shri Shaik Babar, Shaik Mohamad Durgabhat, Ponda. North: Shaik Babar. Shaik Mohamad. South: P.W.D. East: Shaik Babar. Shaik Mohamad. West: St. Ann's Church.	277.20
6.	— do —		6		Shri Domingos Agnelo Fernandes Nirancal Road, Ponda. North: P.W.D. Road. South: Domingos Agnel Fernandes. East: H. P. Gudekar. West: Madu Gobra.	55.00
7.	— do —		7		Shri H. P. Gudekar, Advocate Near Court, Ponda. North: P.W.D. Road. South: H. P. Gudekar. East: Shantaram Anant Netalkar. West: Domingos Agnelo Fernandes.	188.50
8.	— do —		8		O: Shri Shaikh Babar and Shri Shaikh Mohammad, Durgabhat, Ponda.	70.00
					<i>Boundaries:</i> North: Shaikh Babar. Shaikh Mohammad. South: P.W.D. Road. East: Ramnath Narayan Prabhu. West: Shaikh Babar. Shaikh Mohammad.	
9.	— do —		9		O: Shri Shantaram Anant Netalkar, Near Maha- lasa Temple, Mardol, Ponda.	288.00
					<i>Boundaries:</i> North: P.W.D. Road. South: Shantaram Anant Netalkar. East: Ramchandra Tucaram Prabhu. West: H. P. Gudekar.	
10.	— do —		10		O: Shri Ramnath Narayan Prabhu C/o S. V. Ar- shekar Durgabhat, Ponda.	78.75
					<i>Boundaries:</i> North: Ramnath Narayan Prabhu. South: P.W.D. Road. East: Jayaram Jaganath Verenkar. West: Shaikh Babar Shaikh Mohammad.	
11.	— do —		11		O: Shri Jayaram Jaganath Verenkar; Vijay Saw Mill Nirancal road Ponda.	94.50
					<i>Boundaries:</i> North: Jayaram Jaganath Verenkar. South: P.W.D. Road. East: Francisco Ange Xavier D'Silva. West: Ramanath Narayan Prabhu.	
12.	— do —		12		Shri Ramchandra Tukaram Prabhu. C/o. Vijaya Saw Mill Nirancal road Ponda.	438.97
					North: P.W.D. Road. South: Ramchandra Tukaram Prabhu. East: Soiru Ramchandra Naik Gaunekar. West: Shantaram Anant Netalkar.	
13.	— do —		13		Shri Francisco Xavier D'Silva Near St. Ana Church road. North: Francisco Hugo Xavier D'Silva. South: P.W.D. Road. East: Ramchandra Tukaram Prabhu. West: Jayaram Jagannath Verenkar.	160.00

1	2	3	4	5	6	7
14.	Ponda		14		Shri Ramchandra Tukaram Prabhu. C/o. Vijaya Saw Mill Nirancal road Ponda. North: Ramchandra Tukaram Prabhu. South: P.W.D. Road. East: Caitano Fernandes. West: Francisco Hugo Xavier D'Silva.	42.75
15.	— do —		15		Shri Caitano Fernandes. C/o. Jose Dias. Near St. Anas Church Ponda-Goa. North: Caitano Fernandes. South: P.W.D. Road. East: Ratnakar R. Gudekar. West: Ramchandra Tukaram Prabhu.	47.25
16.	— do —		16		Shri Ratnakar R. Gudekar. Ruprang Studio Ponda-Goa. North: Ratnakar R. Gudekar. South: P.W.D. Road. East: Prabhat Balchandra Usgaonkar. West: Caitano Fernandes.	49.50
17.	— do —		17		Shri Prabhat Balchandra Usgaonkar. Nirancal road Ponda. North: Prabhat Ramchandra Usgaonkar. South: P.W.D. Road. East: Private Road. West: Ratnakar R. Gudekar.	45.00
18.	— do —		18		Shri Francisco Hugo Xavier D'Silva. Near St. Ann's Church Ponda. North: Francisco Hugo Xavier D'Silva. South: P.W.D. Road. East: Nalla. West: Private Road.	82.50
19.	— do —		19		Shri Soiru Ramchandra Naik Gaunekar. Near Almeida High School Ponda. North: P.W.D. Road. South: Soiru Ramchandra Naik Gaunekar. East: Public Passage. West: Ramchandra Tukaram Prabhu.	220.87
					Total	2909.08

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

L. J. Meneses Pais, Under Secretary (Revenue-I).

Panaji, 10th September, 1982.

Notification
No. 22/106/82-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. for raising Cashew Plantation at Bali, Quepem.

And Whereas in the opinion of the Government the provisions of sub-section (1) of Section 17 of the Land Acquisition Act, 1894 (hereinafter referred to the "said Act") are applicable.

Therefore the Government is pleased to notify under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

The Government is pleased to direct under sub-section (4) of Section 17 of said Act that the provisions of Section 5A of the said Act shall not apply in respect of the said land.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyors or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise or any outlay commenced or improvement made thereon without the sanction of the Collector appointed in paragraph 4 below, after the date of the publication of this Notification, will

under clause (seventh) of Section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be notified.

4. The Government is further pleased to appoint under clause (c) o' Section 3 of the said Act the Dy. Collector (Land Acquisition Officer), Panaji to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of Section (4) of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector of Goa, Panaji.
2. The Dy. Collector (Land Acquisition Officer), Panaji.
3. The Dy. Conservator of Forest, Cashew Division, Ponda.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Deputy Collector (Land Acquisition Officer) Panaji from the date of publication of this Notification.

SCHEDULE

(Description of the said land;

Sr. No.	Taluka	Village/ Ward	Plot No.	Survey No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
Quepem	Bali	—	100 (Part)	Comunidade of Bali.		111000.00
					<i>Boundaries:</i>	
					North: Village Boundary of Cuncolim. South: Survey No. 100. East: Village Boundary of Adnem village. West: Survey No. 100.	
					Total	111000.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

L. J. Menezes Pais, Under Secretary (Revenue-I).

Panaji, 31st August, 1982.

Notification
No. RD/LQN/22/78

The following Agreement which has been executed between the Goa Shipyard Ltd. Vasco-da-Gama and the Government of Goa, Daman and Diu under Section 41 of the Land Acquisition Act, 1894 is hereby published as required under Section 42 of the said Act.

By order and in the name of the Administrator of Goa, Daman and Diu.

L. J. Menezes Pais, Under Secretary (Rev-I).

Panaji, 15th September, 1982.

AGREEMENT

An Agreement made this tenth day of the month of September, One Thousand Nine Hundred and Eighty Two BETWEEN the President of India (hereinafter referred to as "the Government") of the ONE PART AND the Goa Shipyard Limited, Vasco da Gama, Goa, a Company registered under the Companies Act, 1956, having their Registered Office at Vasco da Gama, and represented by its Managing Director, Rear Admiral L. R. Metha, AVSM, (hereinafter called the "Company" which expression shall where the context so admit be deemed to include its successors and permitted assigns) of the SECOND PART.

AND WHEREAS the Company has applied to the Government that the land specified in the Schedule annexed hereto (hereinafter referred to as the 'said Land') should be acquired under the provisions of the Land Acquisition Act, 1894 (Act No. 1 of 1894) (hereinafter referred to as the 'said Act') for the public purposes, namely for expansion of Ship-Building activities and allied matters;

AND WHEREAS upon the application of the Company, the Government have agreed to acquire on behalf of the Company under the provisions of the said Act the land specified in the Schedule annexed hereto and situated in Vasco-da-Gama village Taluka of Mormugao District of Goa, having been shown to the satisfaction of the Government that the proposed acquisition is needed for the construction of a work likely to be proved useful to the public, namely for expansion of ship building activities and allied matters;

AND WHEREAS the Government have called upon the Company under the provisions of section 41 of the said Act to enter into the Agreement with the Government hereinafter contained.

NOW, THESE PRESENTS WITNESS and it is hereby agreed that the Government shall put into force the provisions of the said Act in order to acquire the land for the Company on the following terms and conditions, namely:—

1. The Company shall pay to the Government the entire cost, as determined by the Government for the acquisition of the said land, including all compensation, damages, costs, charges and other expenses, whatsoever which have been or may be paid or incurred in respect of or on account of

such acquisition or in connection with any litigation arising out of such acquisition within the Original or Appellate Courts and including the costs on account of any establishment and salary of any officer or officers of the Government whom the Government may think it necessary to employ or depute on special duty for the purpose of such acquisition and also including the percentage charges on the total amount of compensation awarded in accordance with the instructions issued by the Government from time to time. The money which shall be payable by the Company under this clause shall be paid by the Company by making initial deposit with the Office of the Collector of Goa District, free of interest in the sum of Rs. 1,000/- (Rupees One Thousand only) within fifteen days from the date of the execution of this Agreement and thereafter by payment in the said Office of Collector of Goa District, within fifteen days after demand made by the Collector of Goa District, in writing, such further amount as may be required for the purpose of paying or disbursing compensation, damages, costs, charges or expenses hereinbefore referred to: In any case of urgency, when possession of any land is proposed to be taken under section 17 of the said Act before an Award has been made under section 11 of the said Act, the Company shall deposit with the Office of the Collector of Goa District, free of interest such amount being not more than two thirds of the approximate amount of compensation payable in respect of the land as determined under clause (ii) of sub-rule (2) of rule 4 of the Land Acquisition (Companies) Rules, 1963 and within such time as the Collector of Goa District thinks fit, to specify in this behalf.

2. If the Company fails to pay to the Government the entire cost of acquisition, as referred to above, within the above said period, the Government shall be entitled to recover the same from the Company as arrears of land revenue as if it were moneys due to the Government under the laws for the time being in force.

3. On payment of the entire cost of the acquisition of the said land, as hereinafter referred to, the whole of the said land shall, as soon as it may be convenient, be transferred to the Company subject to the provisions of the law for the time being in force, as to the terms and conditions on which the land shall be held by the Company. The Government shall not be bound to give possession of the land until all the moneys have been paid and may withdraw from the acquisition, and in case of withdrawal, the company shall be liable to indemnify the Government against all expenses incurred and damages sustained as a result of anything done by them in the matter of acquisition till the date of withdrawal.

4. The said land, when so transferred to the Company, shall be held by the Company as its property to be used only in furtherance of and for the purpose for which it is acquired, subject to the payment of the assessments and cesses of the said land which may from time to time be liable to such assessments and cesses under the provisions of any laws for the time being in force.

5. (i) The Company shall not, except with the previous sanction of the Government, use the said land for any purpose other than that for which it has been acquired;

(ii) That the purpose of the acquisition is to acquire the land for expansion of ship building and allied activities of the Company.

6. The Company shall at all times permit the Government or any officer or officers authorised by the Government in that behalf, to inspect the said land and any works of the Company on or upon the said land whether in the course of construction or otherwise.

7. The Company shall not in any way alienate the said land or any portion thereof except with the previous permission in writing of the Government.

8. If the Company commits a breach of any of the conditions stipulated in this Agreement, the Government may make an order declaring the transfer of the land to the Company as null and void, whereupon the said acquired land shall revert back to the Government and an amount not exceeding one-fourth of the amount paid by the Company to the Government as the cost of acquisition under clause (1) of section 41 of the said Act, shall be forfeited to the Government as damages and the balance shall be refunded to the Company and the order so made shall be final and binding.

9. If the Company utilises only a portion of the land for the purpose for which it was acquired and the Government is satisfied that the Company can continue to utilise the portion of the land used by it even if the unutilised part thereof is reverted back to the Government, the Government may make an order declaring the transfer of the land with respect to the unutilised portion thereof as null and void, whereupon such unutilised portion shall be liable to be resumed and taken back by the Government and an amount not exceeding one-fourth of such portion of the amount paid by the Company as cost of the acquisition under clause (1) of section 41 of the Act, as is relatable to the unutilised portion shall be forfeited to the Government as damages and that balance of that

portion shall be refunded to the Company and the order so made shall be final and binding.

10. In case there is any dispute with regard to the amount relatable to the unutilised portion of the land, such dispute shall be referred to the Court, within whose jurisdiction the land or any part thereof is situated and the decision of that Court thereon shall be final and binding on the parties to these Agreements.

PROVIDED that the Government shall not make an order as aforesaid, unless the Company has been given an opportunity of being heard by notice of the breach complained of, and the Company has failed to make good the breach or to comply with any direction issued by the Government in this behalf, within the time specified in the said notice for compliance thereof.

11. If at any time any part of the said land is required by the Government for the purpose of making any new public road or for any purpose connected with public health, safety, utility or necessity, the Company on being thereupon required by the Government in writing, shall transfer to the Government such part of the said land as the Government shall specify to be necessary for any of the aforesaid purpose, and in consideration of such transfer, the Government shall pay to the Company a sum equal to the amount of compensation awarded under the said Act, and paid by the Company in respect of the land so transferred including the percentage awarded under section 23(2) of the said Act, together with such amount as shall be estimated by the Executive Engineer of the Public Works Department, Government of Goa, Daman and Diu, Panaji, Goa having jurisdiction and his decision in the matter shall be final as to the costs of the development of the land so transferred and if any part is on the adjoining land, reasonable compensation for the injuries affected to the part of the building on the adjoining land.

12. All the costs and expenses of and incidental to, the preparation and execution of these presents including Stamp duty shall be borne by the Company.

SCHEDULE HEREIN REFERRED TO

Taluka	Village	PTS No.	Chalta No.	Name of the persons believed to be interested	Approx. area in sq. mts.
1	2	3	4	5	6
Mormugao	Vasco da Gama	18	4 Part	O: Virginia S. Fernandes. 2. Oscar Fernandes. 3. Jose A. X. Rosario.	08797.00
		43	1	O: Virginia S. Fernandes. 2. Oscar Fernandes. 3. Jose A. Rosario. Lessee: Manuel Afonso.	00030.00
			2	O: Virginia S. Fernandes. 2. Oscar Fernandes. 3. Jose A. X. Rosario. L: Madhukar S. Bhirondekar.	00027.00
			3	O: Virginia S. Fernandes. 2. Oscar Fernandes. 3. Jose A. X. Rosario. L: Not known.	00028.00
			4	O: Virginia S. Fernandes. 2. Oscar Fernandes. 3. Jose A. X. Rosario. L: Smt. Yamuna Naik.	00025.00
			5	O: Virginia S. Fernandes. 2. Oscar Fernandes. 3. Jose A. X. Rosario. L: Anand Kuncolekar.	00061.00
			6	O: Virginia S. Fernandes. 2. Oscar Fernandes. 3. Jose A. X. Rosario. L: Not known.	00026.00
			8	O: Virginia S. Fernandes. 2. Oscar Fernandes. 3. Jose A. X. Rosario. L: Babu Shirodkar.	00038.00
			9	O: Virginia S. Fernandes. 2. Jose A. X. Rosario. 3. Oscar Fernandes. L: Not known.	00086.00

1	2	3	4	5	6
Mormugao	Vasco da Gama	11	O: Virginia S. Fernandes. 2. Oscar Fernandes. 3. Jose A. X. Rosario. L: Chandrakant Narvenkar.	00055.00	
		13	O: Virginia S. Fernandes. 2. Oscar Fernandes. 3. Jose A. X. Rosario. L: Almeida.	00129.00	
		14	O: Virginia S. Fernandes. 2. Oscar Fernandes. 3. Jose A. X. Rosario. L: Harishchandra N. Naik.	00027.00	
		15	O: Virginia S. Fernandes. 2. Oscar Fernandes. 3. Jose A. X. Rosario. L: Roque Fernandes.	00085.00	
		16	O: Virginia S. Fernandes. 2. Oscar Fernandes. 3. Jose A. X. Rosario.	00040.00	
		17	O: Virginia S. Fernandes. 2. Oscar Fernandes. 3. Jose A. X. Rosario.	00056.00	
	63	32	O: Vassantrao S. Joshi.	00954.00	
		33	O: Vassantrao S. Joshi.	00283.00	
		34	O: Vassantrao S. Naik.	00091.00	
		26	O: Confe de Fabrica de Igreja de Mormugao.	02066.00	
		27	— do —	00024.00	
		28	— do —	00023.00	
		29	— do —	00023.00	
		30	— do —	00012.00	
		31	— do —	00023.00	
		42	— do —	00011.00	
		Survey No.			
		36/1	O: Confe de Fabrica de Igreja de Mormugao. T: Philips Dias.	04912.00	
		36/2	O: Confe de Fabrica de Igreja de Mormugao. T: Smt. Edoceano Perreira.	03677.00	
		36/3	O: Confe de Fabrica de Igreja de Mormugao. T: Smt. Maria J. Coelho.	03184.00	
		36/4	O: Confe de Fabrica de Igreja de Mormugao. T: Aleluia Rosario.	04130.00	
		36/5	L: Not known. T: Aleluia Rosario.	01752.00	
		36/6	O: Elizabeth Gama.	01825.00	
			Total	3,2500.00	

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands the day and year first above written.

SIGNED, SEALED AND DELIVERED
BY THE MANAGING DIRECTOR OF
GOA SHIPYARD LIMITED, Vasco da
Gama, Goa REAR ADMIRAL L. R.
MEHTA, AVSM, FOR AND ON BEHALF
OF GOA SHIPYARD LIMITED VASCO
DA GAMA, GOA.

Sd/-

In the presence of: —

1 ... Sd/-
2 ... Sd/-

SIGNED, SEALED AND DELIVERED
BY SHRI BANSI DHAR SECRETARY
TO THE GOVERNMENT OF GOA, DA-
MAN & DIU, REVENUE DEPART-
MENT —

Sd/-

FOR AND ON BEHALF OF THE PRE-
SIDENT OF INDIA.

In the presence of:

1 ... Sd/-
2 ... Sd/-

Corrigendum

No. 22/103/82-RD

Read: Government Notification No. 22/103/82-RD dated 19-8-82 published on pages 290 to 292 of Series II, No. 21 of Extraordinary Official Gazette dated 20-8-1982.

In the above Government Notification, the Schedule appended thereto may be read as under:—

SCHEDULE

Taluka	Village/Ward	Survey No. P.T.S. No.	Sub-Div. No. /Chalita No.	Name of the Parties believed to be interested	Approx. area in 6
1	2	3	4	5	6
Tiswadi	Panaji	48	2 (Part)	Shri Purshottam Mukund Colvalkar. Laxman Mukund Colvalkar.	422.00
		48	1 (Part)	Purushottam Mukund Colvalkar. Laxman Mukund Colvalkar.	4234.00
		47	5 (Part)	Jose de Andrade Souza & others..	8375.00
		30	4 (Part)	Smt. Maria Aurelia Andrade	6198.00
		30	1	Maria Lucilia Andrade.	60.00
		30	2	Maria Aurelia Andrade.	5305.00
		30	3	Shri Jose de Andrade e Souza & others.	2567.00
		29	1	Jose de Andrade e Souza.	1337.00
		29	2	Luis Andrade e Souza.	
		8A	2	Jose Andrade Souza & others.	620.00
				Jose Luis Coelho e Velho.	4106.00
				— do —	250.00
					2805.00
		8	1	— do —	2555.00
					6845.00
Tiswadi	Morombi-o- -Pequeno	9		Shri Jose Luis Coelho e Velho.	—
		87 (Part)		Smt. Maria Aurela de Andrade.	5897.00
		88 (Part)		T: Caetano Rodrigues.	
		89 (Part)		Comunidade of Morombi-o-Pequeno.	239.00
				Shri Jose Sales de Andrade e Souza.	5001.00
				Francisco Sales de Andrade e Souza.	
				Luis Sales de Andrade e Souza.	
		92 (Part)		Jose Luis Coelho Velho.	106.00
		60 (Part)		T: Francisco Cabral.	2940.00
		61 (Part)		Alelvio Mascarenhas.	1824.00
		62 (Part)		Monohan Hiru Naik Perulekar.	2189.00
		65 (Part)		Virgilio Velho.	9816.00
		66 (Part)		Bridillo Sapeco.	1390.00
		83	1/Part	Shri Monohan Hiru Naik Perulekar.	711.00
		83	2/Part	Allilio des Remedies Furtado.	639.00
		83	3/Part	Antonio de S. Terres.	436.00
		84 (Part)		Domingo Dias Sapeco.	515.00
		67 (Part)		Jose Santana Dias Sapeco.	12.00
		77 (Part)		Monohar Hiru Naik Perulekar.	1212.00
		78 (Part)		Manohar Hiru Naik Perulekar.	3645.00
		76 (Part)		Comunidade of Morombi-o-Grande.	190.00
		79	1/Part	— do —	75.00
		79	2/Part	Jose Mariano Galdeira.	707.00
		79	3/Part	Comunidade of Morombi-o-Grande.	2499.00
		39	1/Part	T: Minguelo Monteiro.	
		39	3/Part	Heriguito Fernandes.	315.00
		39	1/Part	T: Manuel Jose Fernandes.	1716.00
		39	3/Part	Comunidade of Morombi-o-Grande.	
Tiswadi	Morombi-o- -Grande	38	1/Part	T: Domingos Fernandes.	1155.00
		38	2/Part	Comunidade of Morombi-o-Grande.	637.00
		92	4/Part	— do —	11.00
		92	5/Part	Comunidade of Morombi-o-Grande.	399.00
		92	6/Part	T: Pedro Raimundo Marelino Mender.	180.00
		92	7/Part	Comunidade of Morombi-o-Grande.	288.00
		92	8/Part	T: Sebastian Fernandes.	576.00
		92	12/Part	Comunidade of Morombi-o-Grande.	1618.00
		92	13/Part	T: Julio Pereira.	1565.00
		91		Comunidade of Morombi-o-Grande.	1766.00
		97	1/Part	T: Martinho Monteiro.	580.00
		97	2/Part	Comunidade of Morombi-o-Grande.	28.00
		97	3/Part	T: Pedro Sebastiao Monteiro.	222.00
		97	4/Part	Comunidade of Morombi-o-Grande.	462.00
				T: Pedro Francisco de Rego.	
				Comunidade of Morombi-o-Grande.	
				T: Philemona Dies.	
				Comunidade of Morombi-o-Grande.	514.00

1	2	3	4	5	6
Tiswadi	Morombi-o-Grande	97	5/Part	T: Estertino Monteiro.	
		94	1/Part	Pandurang Vernekar. Yeshwant Vernekar. T: Pandurang Velvolkar.	116.00
		94	2/Part	Pandurang Vernekar. Yeshwant Vernekar. T: Ramdas Volvoikar.	112.00
		94	3/Part	Pandurang Vernekar. Yeshwant Vernekar. T: Pandurang Volvoikar.	249.00
		94	4/Part	Pandurang Vernekar. Yeshwant Vernekar. T: Pandurang Volvoikar.	165.00
		94	5/Part	Pandurang Vernekar. Yeshwant Vernekar. T: Ramdas Volvoikar.	125.00
		94	6/Part	Pandurang Vernekar. Yeshwant Vernekar.	288.00
		94	7/Part	Pandurang Vernekar. Yeshwant Vernekar. T: Pandurang Volvoikar.	150.00
		94	8	Pandurang Vernekar. Yeshwant Vernekar. T: Ramdas Volvoikar.	158.00
		94	9	Pandurang Vernekar. Yeshwant Vernekar. T: Pandurang Volvoikar.	232.00
		94	10	Pandurang Vernekar. Yeshwant Vernekar. T: Pandurang Volvoikar.	61.00
		94	11	Pandurang Vernekar. Yeshwant Vernekar. T: Ramdas Volvoikar.	52.00
		94	12/Part	Pandurang Vernekar. Yeshwant Vernekar.	1530.00
		94	13/Part	Pandurang Vernekar. Yeshwant Vernekar.	489.00
		94	14/Part	Pandurang Vernekar. Yeshwant Vernekar. T: Pandurang Volvoikar.	145.00
		93	2/Part	Varela Cairo.	1170.00
		93	1/Part	— do —	602.00
		91 (Part)		Comunidade of Morombi-o-Grande.	938.00
		97	5/Part	Comunidade of Morombi-o-Grande.	487.00
		115	2/Part	T: Jovenalo Caldeiro. Amelia Caldeiro.	663.00
		115	1/Part	Eufemiano Verginio Vaz.	245.00
		115	5/Part		3.00
		216	1/Part		873.00
	Panaji-City	9	1		1287.00
		9	2		4104.00
		47	4/Part		1802.00
		8A	1		5124.00
					69.00
					92.00
Tiswadi	Morombi-o-Pequeno	93 (Part)			153.00
Tiswadi	Morombi-o-Grande	94 (Part)			2850.00
		89 (Part)	2		26.00
		40 (Part)	1		651.00
		40/Part	2		31.00
		63 (Part)			2624.00
		92 (Part)	10		1038.00

Boundaries:

North: Existing road leading from Panaji to Ribandar S. Nos. 94/1 to 7 (Part) 93/1 & 2 (Part) 91 (Part), 92/4 to 8 (Part) & 10 to 13 (Part), '8 (Part), 79 (2 & 3) Part, 39/1, 2 & 3 (Part) of Morombi-o-Grande/Tiswadi.

South: 2/PTS 48 (Part), 1/PTS, 48 (Part) 5/PTS 47 (Part), 4/PTS 30/Part, of Panaji City. S. Nos. 88 (Part), 89 (Part) 92, (Part), 93 (Part), 94 (Part) of Morombi-o-Pequeno/Tiswadi. S. No. 60 (Part), 61 (Part), House 62/Part 63 (Part), 64/Part, 87/Part, 65/Part, 87/Part, 78/Part, 79/ 1 & 2, (Part), 40/1 & 2 (Part) 91/Part, 115/5, 1 & 2 (Part), 116 (Part), of Morombi-o-Grande.

East: S. No. 116 (Part), 91 (Part) of Morombi-o-Grande.

West: Road, leading to the bus stand.

Total 1,26,454.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

L. J. Menezes Pais, Under Secretary (Revenue-I).

Panaji, 20th September, 1982.

Industries and Labour Department

Order

No. 7/70/80-ILD

On the recommendation of Departmental Promotion Committee Shri Benicio D'Souza Eremita, Workshop Superintendent in the River Navigation Department, Panaji is hereby confirmed in the post of Workshop Superintendent with effect from 1-3-1981. The post was made permanent vide Government Order No. 1-428-71-IPD dated 19-5-1976.

This issues with the approval of Union Public Service Commission conveyed vide their letter No. F.1/13(6)/82-AUH dated 27-8-1982.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 16th September, 1982.

Order

No. 28/2/79-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Administrator of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 7th September, 1982.

IN THE INDUSTRIAL TRIBUNAL GOA, DAMAN & DIU, PANAJI GOA.

(Before Dr. Renato de Noronha, Presiding Officer)

Reference No. IT/19/79

1. Shri Ulhas M. Naik	— Workman/Party I V/s.
1. M/s. Arlem Breweries	Employer/Party II

Reference No. IT/20/79

1. Shri Vassudev Pilgaonkar	— Workman/Party I V/s.
1. M/s. Arlem Breweries	Employer/Party II

Reference No. IT/21/79

1. Shri Jaganath M. Fondevkar	— Workman/Party I V/s.
-------------------------------	---------------------------

1. M/s. Arlem Breweries	Employer/Party II
-------------------------	-------------------

Workmen represented by Adv. D. V. Sawant & Shri George Vaz.

Employer represented by Shri Ramesh Desai, Labour Advisor.
Panaji. Dated: 25-8-1982.

AWARD

This common award shall dispose of the above 3 references since all of them were amicably settled between the parties by a single agreement dated 30-7-1982.

2. The above 3 references were made by the Government to this Tribunal by orders Nos. IRM/CON/(37)/79/IT, IRM/CON/(38)/79/IT- and IRM/CON/(35)/79, dated 21st July, 1979, 2nd August, 1979 and 1st August, 1979, respectively and the point in each of the orders of reference submitted for the adjudication by the Tribunal is as to whether the action of the Management in terminating the services of the concerned workman is legal and justified; and if not, to what relief is he entitled.

3. In references No. 19 & 20, after claim statement was filed by the workman, the employer had to file its written statement, which it failed to do and also to remain present on the dates fixed and so the matter proceeded ex-parte and my Ld. Predecessor, Dr. Coelho, passed an ex-parte award on 18-6-80 directing the reinstatement of the workman. The employer then moved an application to justify his absence and get the ex-parte award set aside. This application, heard the other party, was granted by the Tribunal by its order dated 1-7-81.

4. In reference No. 21, after the pleadings of the parties, preliminary issues were framed by the Tribunal regarding the fairness of the domestic inquiry held by the employer, which were decided by my order dated 3-3-1982 holding that the domestic inquiry held by the employer was not fair and proper. After this order was announced, the employer applied to the Tribunal for permission to lead evidence to prove mis-conduct of the workmen, which application, heard the other party, was granted by order dated 28-7-82.

5. All the three references above mentioned were fixed for evidence of the employer regarding the misconduct attributed to the workman. But before the date fixed for such evidence, the parties approached the court and informed that they had amicably settled the dispute in all the 3 references and requested that the settlement terms be taken on record and a consent award passed in terms of the settlement.

6. The terms of the settlement are as follows:

1. It is agreed between the parties that with effect from 2nd August, 1982, the Management would take back into service the three workmen viz. (1) Mr. J. M. Fondevkar (2) Mr. V. L. Pilgaonkar and (3) Mr. U. M. Naik.
2. It is also agreed between the parties that the basic salary of these three workmen would be fixed at Rs. 422/- in grade 2. The above fitment is in the revised scales applicable to the Breweries.
3. It is further agreed that an advance of Rs. 1000/- each would be given to these three workmen which will be recovered in 10 equal installments.
4. It is agreed between the parties that these three workmen will be under observation for a period of three months and only after their satisfactory performance their continuity of service would be granted. The intervening period from their date of dismissal to the date of their joining back will be treated as 'Dies Non', while calculating total service with the Management.
5. It is further agreed between the parties that after satisfactory completion of three months observation period, these workmen would be granted one service increment in the scale effective from that date only.
6. It is also agreed between the parties that in case these three workmen fail to report for duty on or before 9th August, 1982, it will be concluded that they are not interested in the job and, therefore, would be treated as having resigned.
7. It is further agreed between the parties that they would jointly file the settlement before the Industrial Tribunal, Goa, Daman & Diu, Panaji and mutually request for passing an award in the reference Nos. IT-19/79, IT-20/79, and IT-21/79, in terms of this Settlement.
7. From the above terms it is clear that both the parties have made mutual concessions so as to arrive at a settlement which is just and fair to both of them. Hence, I accept it and pass the following Order.

ORDER

Consent Award in terms of the above settlement dated 30-7-82 is hereby made and the 3 references are disposed of. No Order as to costs.

Dr. Renato de Noronha
Presiding Officer,
Industrial Tribunal.

Order
No. 28/2/79-ILD

The following Awards given by the Industrial Tribunal Goa, Daman and Diu are hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Administrator of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).
Panaji, 28th July, 1982.

IN THE INDUSTRIAL TRIBUNAL GOA, DAMAN AND DIU, PANAJI GOA.

(Before Dr. Renato de Noronha, Presiding Officer)

Reference No. IT/20/82

1. Workmen Represented by the Gomantak Mazdoor Sangh	Workmen/Party I V/s.
1. M/s. Chemo Wood Industries	Employer/Party II Panaji. Dated: 11-8-1982

AWARD

This is a reference made by the Government by its Order No. 28/30/81-ILD dated 26th April, 1982, which schedule reads as follows:

"Whether the action of the employer of M/s. Chemo-Wood Industries, Industrial Estate, Corlim, Goa, in retrenching from the services the following 16 workmen is legal and justified.

If the answer to the above is in negative, to what relief these 16 workmen are entitled to?"

1. Shivanganda Rayanganda, Machine Worker, 2-1-82.
2. Gopi Bandodkar, Bandsaw Worker, 2-1-82.
3. Savlo Bhomkar, Carpenter Class II, 2-1-82.
4. Ratnakar Naik, Carpenter Class II, 2-1-82.
5. Madhu Mercelkar, Carpenter Class II, 2-1-82.
6. Vithu Shirodkar, General Helper, 2-1-82.
7. Anil Khandeparkar, General Helper, 2-1-82.
8. Kashinath Kendaikar, General Helper, 2-1-82.
9. Ashok Achari, Machinist, 10-2-82.
10. Eknath Ramdurga, Carpenter Class II, 10-2-82.
11. Rohidas Naik, Carpenter Class II, 10-2-82.
12. Lino Salekár, General Helper, 10-2-82.
13. Narayan Mauzkar, General Helper, 10-2-82.
14. Vithal Naik, General Helper, 10-2-82.
15. Rajappa Gamyanawar, General Helper, 10-2-82.
16. Giridas Bhomkar, General Helper, 10-2-82.

2. On the date fixed for filing of the statement of claim the Union remained absent, but two workmen namely Shri Shivanganda, Rayanganda and Shri Anil Khandeparkar remained present and asked for time to file the claim statement. Their request was granted. On the next date fixed, nobody remained present and no statement was filed. Date was given for the statement of the employer, who also failed to remain present and file the same.

3. Since none of the parties filed their statement before this Tribunal, it appears that they are no more interested in the dispute referred for the adjudication by this Tribunal. Hence, this will be a no dispute award and the case stands disposed off.

Dr. Renato de Noronha
Presiding Officer,
Industrial Tribunal.

IN THE INDUSTRIAL TRIBUNAL, GOA, DAMAN AND DIU, PANAJI GOA

(Before Dr. Renato de Noronha, Presiding Officer)

Complaint No. IT/63/78

1. Shri Jairam Anand Subedhar	Complainant V/s.
1. M/s. Vassudeva S. Naik	Opponent Shri George Vaz, Union Leader for the Complainant. Shri P. K. Lele, Labour Advisor, for the Opponent.

Panaji. Dated: 11-8-1982

Order

In this complaint filed under Section 33A of the I. D. A., 1947, hereinafter briefly called the Act, by the above complainant against the above opponent, it is stated that, when reference No. IT-GDD-6/74 was pending adjudication before this Tribunal, the opponent, without seeking permission from the Tribunal, terminated the services of the complainant on 15-5-1978 without paying him notice pay and retrenchment compensation, which are conditions precedent to valid retrenchment. It is submitted that the termination, being illegal, be set aside.

2. The Opponent filed his objections alleging in short:

- i) The complaint is baseless and not tenable in law;
- ii) Complainant was served wth retrenchment notice under Section 25F of the Act in which reasons for re-trenchment were indicated and offered compensation under the said provision, which the complainant refused;
- iii) Retrenchment of the workman does not amount to alterations of conditions of his services and hence there is no contravention of Section 33 or any other provision of the Act.

3. No special issues were framed by the Tribunal. On the date fixed for filing list of evidence, only the opponent filed his list, while the complainant and his representative remained absent. Today was the date fixed for evidence of the complainant, but the latter remained absent without any justification. Since it was for the complainant to lead evidence to prove his case and since he has remained absent, the complaint is liable to be dismissed for default. Order accordingly.

Dr. Renato de Noronha
Presiding Officer,
Industrial Tribunal.

IN THE INDUSTRIAL TRIBUNAL GOA, DAMAN & DIU, PANAJI GOA

(Before Dr. Renato de Noronha, Presiding Officer)

Reference No. IT/35/75

1. Shri Prakash Mirajkar	— Workman/Party I V/s.
1. M/s. Lorenz & Sons	— Employer/Party II Workman/Party I represented by Shri P. Ghodge, Union Leader. Employer/Party II, represented by Shri R. Desai, Labour Advisor.

Panaji, Dated: 26-7-1982.

AWARD

This is a reference, made by the Government of Goa, Daman and Diu to this Tribunal by its Order No. CLE/1/ID(2)/75/IT-16/75/1428, dated 1st November, 1975, which in the Schedule annexed to it reads as follows:

"Whether the action of the Management of M/s. Lorenz & Son, Photographer, Margao Goa, in terminating the services of Shri Prakash Mirajkar, Aquem, Margao, Goa, with effect from 15th July, 1974 is legal and justified?

If not, to what relief the concerned workman is entitled to?"

2. Workman's case in his statement of claim is that the employer/Party II, in whose photographic studio he was working as a photographer from February, 1961, has terminated his services without any reason on 15-7-1974. The workman, on that day, had gone to the employer's studio to resume his duties after a short period of illness, but the employer refused to accept him and started behaving in a rude manner and told him not to enter the premises of the studio from that day. Workman then asked for his salary of June 1974, which the employer refused to pay. On 27-7-1974 the workman requested his brother Tulshidas to collect his salary of June, as the workman was indisposed, but the employer refused to give it to him and showed him notice in the Newspaper that the workman's services were terminated. The workman again approached the employer in the studio to collect his salary for the month of June to the tune of Rs. 300/-, but the employer refused to give it. The workman, by his letter dated 3-10-1974, referred the matter to the Labour Commissioner, who held conciliation proceedings which ended in failure. Hence, this reference. It is prayed that the order of his termination of services, being illegal, be set aside and he be reinstated with full back wages.

3. The employer, in its written statement, has raised a preliminary objection stating that the reference is bad in law as the workman voluntarily abandoned his work w.e.f. 28-6-1974, without any intimation and hence there is no termination of services to invoke Section 2A of the I.D.A., 1947, hereinafter called the Act. In the absence of an industrial dispute, the Government, by making this reference, acted without jurisdiction or in excess of its jurisdiction. It is further contended that the workman has not served any demand on the employer raising the dispute, and, in the absence of such demand, there is no industrial dispute in the eyes of law.

On merits, it is stated that the workman was employed since 1962. On 28-6-74, he remained absent without intimation and continued to remain absent thereafter. During this period, he was making arrangements to go abroad for better prospects and even arranged a passport. When the employer came to know these activities of the workman, arrived at the conclusion that his absence without intimation from 28-7-64 was voluntary abandonment of service. At this time, the employer also came to know that the workman was also working as an agent collecting advertisements for the Portuguese daily "O Herald", because, during this period of his absence, a number of persons approached the employer inquiring the whereabouts of the workman. From these persons the employer also came to know that the workman was propagating that the employer was an agent for collecting the advertisements and the workman was working on his behalf. The employer then saw that his name was being used by the workman regarding a business in which he had no connection whatsoever. The employer further realized that the workman was carrying out the duties for other employers during his working hours. As the employer did not wish to take any liability arising out of these other dealings of the workman, an advertisement was published in the Marathi Newspaper "Gomantak" dated 27-7-1974. After about a period of 6 months, the workman approached the Labour Commissioner without any demands upon the employer. It is submitted that the name of the workman was removed from the musterroll w.e.f. 28-6-1974 by virtue of the advertisement dated 27-7-1974, as the workman had voluntarily abandoned the services. It is denied that the workman had approached the employer on any occasion to resume duties or claim his wages, but it is admitted that the workman sent his brother to collect his business bill books and salary of the workman. At that time, a message was sent to the workman to resume duties immediately, but even after this message he did not report for duty.

4. Following issues were framed by Shri Kholali, the then Presiding Officer:

1. Whether Shri Prakash Mirajkar has abandoned the services voluntarily with effect from 27th June, 1974?
2. Whether the voluntary abandonment of the services by the workman resulting in the employer removing his name from the muster amounts to termination of services contemplated under section 2(A) of the Industrial Disputes Act, 1947?
3. Whether the workman had raised any industrial dispute with the employer before the reference was made by the appropriate Government?
4. Whether the Order of Reference is maintainable?"

5. Both the parties led their evidence on the issues framed. Employer's evidence consists of his statement and of two other witnesses, namely Ramdas Keni and Mahadev Neurekar and the workman's evidence consists of his own statement, the statement of his brother Tulshidas and of one Bernardo D'Silva.

I have heard the arguments of the representatives of both the parties and now the file is before me for passing Award.

6. At the time of leading his evidence, employer's representative had made the statement that he does not press the Preliminary issues No. 3 and 4 and, therefore, they are to be deemed as dropped.

7. Regarding the other issues:

It is an admitted fact that the workman was working in the employer's photographic studio as a photographer and that he remained absent for sometime.

8. According to the employer, such absence was without any intimation and started from 28-6-1974; after that, it is stated that the workman never reported for duty.

9. The story of the workman, as per his statement before the Court, is that he was sick on 27-6-1974 and, after 4 days, he sent his brother to report to the employer that he was sick. He continued sick till 15-7-1974. On that day, he called on the employer with a medical certificate, but the employer refused to accept this certificate and also to allow the workman to resume his duties. He had produced the medical certificate (Exh. W-1), the same, according to him, which was refused by the employer; it is further stated by the workman that, 4 days after, he went to the employer along with one Shri Bernardo Silva, a person of the relation of the employer and of his acquaintance, but the employer did not change his mind, both regarding allowing the workman to resume his duties and to pay his salary. On 27-7-1974, the workman sent his brother to collect his receipt books of O'Heraldo, which he had kept in the studio as well as his salary, but the employer refused both. After a fortnight, the workman again went with Shri Bernardo Silva to come to terms with the employer regarding the resuming of his duties, but the employer was adamant to accept him and also refused to pay his salary. After that, he went to the employer, at the request of the latter, several times during about 3 months to collect his salary and, finally, he was told that the employer was not ready to pay the amount. Only at that time, he approached the Labour Commissioner. He has produced the copy of his letter to the Labour Commissioner.

In his cross, he was unable to explain as to why there is no reference in his statement of claim as well as in the letter to the Labour Commissioner (Exh. M-3) to his going to the employer accompanied by Shri Bernardo Silva and has denied the suggestion that such reference did not find place in the claim statement as well as in the letter to the Labour Commissioner because this fact is not correct.

He has further stated that from 27-6-1974 till 14-7-1974 he was suffering from piles. However, the medical certificate produced by him (Exh. W-1) refers his sickness as being epidemic sprue and his brother Tulshidas has stated that the workman was suffering from diarrhoea! He has denied the suggestion that he did not approach the employer after 27-6-1974 at any time.

10. Workman's brother Tulshidas, in his statement before the Court, is silent regarding his going to the employer 4 days after to report about the sickness of the workman, as stated by the latter in his examination in chief. On the contrary, from his statement it appears that he went there only to collect the money and receipt books, which were refused by the employer, and this was about 4 days after the recovery of the workman from his sickness that lasted for 15 days.

11. The fact that the workman has not mentioned in his statement of claim and also in his letter Exh. M-3 that he had sent his brother to the employer at any time to inform about his sickness, which fact is also not confirmed by his brother Tulshidas in his statement, leads me to believe that the same is not correct and has now been added by the workman only to show that he had informed the employer regarding his sickness.

12. Similarly, I am reluctant to believe that the workman went to the employer with the medical certificate (Exh. W-1) which, according to him, was refused by the employer. Had

this happened, the workman would have referred to it in his statement of claim and also in his letter Exh. M-3.

13. Finally, it is also unbelievable the story narrated by the workman that he went to the employer on two occasions, accompanied by Shri Bernardo Silva. First of all, there is no reference to this fact both in the statement of claim and in the letter Exh. M-3 and when the workman was asked in cross why he had not mentioned this fact in the claim statement and in the letter Exh. M-3, he could not explain. Secondly, the workman has stated that he took Shri Bernardo Silva alongwith him because the latter is a relation of the employer and also his acquaintance. However, Shri Silva has stated that he knows the workman because he is a friend of his son and, at that time, he did not have any relation or connection with the employer except that he knows that the employer was a photographer. If Shri Silva, who is a tailor working in the houses of his customers, had no sort of relation or connection with the employer, I fail to see as to why the workman would take him to plead for him before the employer. Not only that, after the employer had refused to accede to his request why would he go 3-4 times to the employer in the same connection? Such could not have been the behaviour of a normal person. Hence, I accept as true the employer's statement that the workman never came to him accompanied by Shri Silva. There is also no evidence, except the bare statement of the workman himself, that he went to the employer alone, which statement is denied by the employer.

14. The workman has stated that, on 27-7-1974, he sent his brother to collect his receipt books. The Notice Exh. M-1 published by the employer in the Newspaper in respect of the workman is dated 27-7-1974 and, therefore, I accept as correct the statement of the employer that, after the publication of Exh. M-1, the workman's brother came to him to collect the bill books and the workman's pay.

15. From all that has been stated above, I am led to conclude that from 27th or 28th June, the workman failed to report for duty without any intimation to the employer and sent his brother to him only after notice Exh. M-1 was published in the Newspaper and that too only to collect his bill books and pay.

16. The employer has not proved his contention that the workman was working for Shanta Durga Studio at Vasco or Narvenkar Studio at Margao nor that, at the relevant time, he was busy in arranging his passport to go abroad. The workman has produced his Passport which was issued to him on 28-4-1972, i.e. much prior to his absence and was valid upto 27-4-1975.

17. In para 8 of his written statement the employer has stated that the name of the workman was removed from the musterroll w.e.f. 28-6-1974 by virtue of the advertisement published on 27-7-1974, as the workman had voluntarily abandoned the services of the employer.

In his statement before the court, the employer has stated that he had sent a message to the workman to come for work, but he did not come. Even though there was no specific suggestion on the part of the workman in the cross examination of the employer denying this fact, I am not inclined to believe it as true, not only because the employer has made no reference to this fact in his written statement and also because his statement in this connection is vague without clarifying when the message was sent and through whom.

18. From the above, I conclude that the employer, when saw that the workman was not reporting for duty since 28-7-1974 without any intimation, presumed that he had abandoned the services and struck off his name from the musterroll.

19. The Supreme Court, in its ruling in the case of L. Robert D'Souza V/s. Executive Engineer Southern Railway and another in 1982 LCC (L & S) 124, has held that absence without leave constitutes misconduct and it is not open to the employer to terminate the services without complying with the principles of natural justice. In such case, it would amount to retrenchment and, therefore, the requirements of Section 25F of the I.D.A., 1947 are to be complied with.

20. In the instant case, the employer has terminated the services of the workman without any notice or inquiry and without even giving an opportunity to the workman to explain his absence. Hence, such termination amounts to retrenchment and, consequently, he had to comply with the requirements of Section 25F of the Act, namely one month's notice or pay in lieu thereof, and payment of compensation as laid down under Section 25F(b) of the Act, which are the conditions precedent for the validity of the retrenchment order. Since the employer did not comply with those two requirements, the termination order is inoperative and has to be ignored.

21. In the absence of a valid order of termination of service, the normal rule is the reinstatement of the workman. In the instant case, however, such reinstatement is not advisable since the workman is already having his own studio from 1979, as per his own admission. He would be entitled, therefore, to a compensation from the date of termination of services till 1979. This compensation is being fixed having regard to the fact that the workman from the time of termination of his services till the date he started his own business was doing some private photographic work, as per his own admission. Hence, I award to the workman as compensation half of the wages during this period. Besides, he will be entitled to claim from the employer his salary of June, 1974, which admittedly is due to him, notice pay, retrenchment compensation under Section 25F(b) of the Act and Gratuity under Section 39 of the Shops and Establishments Act.

22. The workman has stated that he was working for the employer from February 1961, with the salary of Rs. 300/- per month and this statement of the workman has not been specifically denied by the employer.

23. In the above premises, I pass the following Order.

ORDER

The employer is directed to pay to the workman a compensation at the rate of half of his wages from the date of termination of his service till January, 1979; his wages of June, 1974, 30 days notice pay, retrenchment compensation under Section 25F(b) of the Act, gratuity under Section 39 of the Shops and Establishments Act plus costs of Rs. 100/-.

*Dr. Renato de Noronha
Presiding Officer,
Industrial Tribunal.*

Notification

No. 5/23/82-ILD

Whereas late Shri N. S. Narvenkar from Margao had been granted mining concessions under titles nos. as mentioned below (hereinafter called the said "mining leases");

Sr. No.	Name of the mine	Situated at	Concession Title No.	Date
1.	"Pandava Xetavoilo Soddo" e "vozro Soddo" Mine	Santona Quirlapale	40	27-4-1951
2.	"Mainantil Murdi" Mine	— do —	12	8-2-1952
3.	"Mata Nacional Talsai" Mine	Curdi, Sanguem Taluka	44	31-8-1959
4.	"Palitembo E Barqueriz" Mine	— do —	32	24-4-1955
5.	"Ambo Udoc Cursamodi" Mine	Santona & Rumdem of Sanguem	31	29-6-1959
6.	"Vacatil Temculi" Mine	Shiroda, Ponda Taluka	144	28-12-1953
7.	"Era Vanganatil Murdi" Mine.	Molcornem of Quepem Taluka	30	29-6-1959

And whereas according to the law, the mining leases, like all leases of immovable property, is heritable and hence the said mining leases granted to late Shri N. S. Narvenkar, on his death devolved, by operation of law of inheritance, of his duly legal heirs;

And whereas in pursuance of the Succession Deed, the said mining leases have been allotted to his five daughters viz. Mrs. Nita Bhalchandra Kalghatgi, Mrs. Ashwini Chandra Shekar Madali, Mrs. Subhalaxmi Mahesh Phayde, Mrs. Maya Srikrishna Pokle, Miss Vijaya Narahari Narvekar (hereinafter called as the legal heirs);

And whereas the Government has agreed to the rights of the said mining leases being exercised by the legal heirs of the late Shri N. S. Narvenkar on the strength of the succession deed executed on 30-1-1982;

Now, therefore, in exercise of the powers conferred by rule 37 of the Mineral Concession Rules, 1960 and all other powers enabling in this behalf, the Lieutenant Governor of Goa, Daman and Diu hereby conveys his approval to the exercise of rights and obligations under the said mining leases granted to the late Shri N. S. Narvenkar by the legal heirs of the late Shri N. S. Narvenkar for the remainder of the period of the leases subject to the same terms and conditions stipulated in the Mines and Minerals (Regulation and Development) Act, 1957 and the Rules framed thereunder.

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

S. D. Sadhule, Under Secretary (Industries and Labour).

Panaji, 10th September, 1982.